requests the content when said comparing step determines that said present time falls within said period.

25.   (NEW) A method for ascertaining a sales period exists, said method comprising:

reading a period stored on a storage medium indicating an interval period of time;

generating present time data indicating a present time;

comparing the period stored on the storage medium with the present time to judge whether said present time falls within the period; and

requesting content from the storage medium when said comparing determines that said present time falls within said period.

REMARKS

I.   STATUS OF THE CLAIMS

Claims 1-19 are pending.

Claims 17 and 19 are amended.

New claims 20-25 are added.

In view of the above, it is submitted that claims 1-25 are pending herein for consideration.

II.   REJECTION OF CLAIMS 1-19 UNDER 35 U.S.C. § 102(b)

Claims 1-19 are rejected under 35 U.S.C. § 102(b) as being anticipated by McMullan, Jr et

al, U.S. Patent No. 5,255,086 (Hereinafter "McMullan '086"), or McMullan, Jr et al., U.S. Patent

No. 5,142,690 (Hereinafter "McMullan '690"). The rejections are traversed below.

Claim 1 recites, "a period reader reading a period stored on a content medium indicating a

period of time during which a content on the content medium can be served . . ."

McMullan '096 and McMullan '690 disclose a system relating to a cable box descrambling

a "pay per view" transmission. While neither of the references particular state this, according to

the Examiner each cable box locks in a time during which it is to perform the descrambling

feature. Presumably, the time that is locked in would be received (again, the references do not

particularly state this) from a directory of some sort from the cable provider listing each pay per

view event and their respective showing times. However the directory identifying the times of the

event, and the source of the actual event itself are two different things. This is different than a

period reader reading a **period stored on a content medium** indicating a period of time during

which a **content on the content medium** can be served. The content to be served in the relied

upon references would be located on a different medium than the time periods. One consequence

of this difference is that by the system in the references, the same content may be served at

different time periods according to what is stored in the directory. Therefore, content does not

necessarily have an "expiration date." In addition, by the system in the references, the content

provider may have no control over what intervals the content can be viewed.

Therefore, what is claimed in the references is a different system than the present invention. For the present claims to recite what is disclosed by the references, the interval period would have to be retrieved from a different source than the content medium.

Independent claim 4 recites, "a period reader reading a period on a content medium indicating a period of time during which a content can be served by submitting a request to a center . . ." This feature of claim 4 is not anticipated by the references for the same reasons as discussed above with respect to claim 1.

Independent claim 9 recites, "A computer readable storage device which contains content, an interval period concerning the content, and a program executed by a computer . . ." This feature of claim 9 is not anticipated by the references for the same reasons as discussed above with respect to claim 1.

Independent claim 10 recites, "A computer readable storage device including both content and an interval period concerning the content, the storage device is accessed by a computer . . ." This feature of claim 10 is not anticipated by the references for the same reasons as discussed above with respect to claim 1.

Independent claim 12 recites, " . . . reads an interval period, stored on a disk, indicating a period of time during which content on the disk can be served . . ." This feature of claim 12 is not anticipated by the references for the same reasons as discussed above with respect to claim 1.

Independent claim 13 recites, " . . . a reading device which reads an interval period, stored on a content medium, indicating a period of time during which content stored on the content

medium can be served . . ." This feature of claim 13 is not anticipated by the references for the same reasons as discussed above with respect to claim 1.

Independent claim 15 recites, "reading an interval period stored on a medium indicating a serving period of time . . ." This feature of claim 15 is not anticipated by the references for the same reasons as discussed above with respect to claim 1.

Independent claim 16 recites, ". . . a storer storing a content including an interval period concerning the content and a program executed by the computer, wherein said program . . ." This feature of claim 16 is not anticipated by the references for the same reasons as discussed above with respect to claim 1.

Independent claim 17 (as amended) recites, ". . . period data stored with the content indicating an interval period of time during which the content can be accessed by the user . . ." This feature of claim 17 is not anticipated by the references for the same reasons as discussed above with respect to claim 1.

Independent claim 18 recites, ". . . reads a period, stored on a disk, indicating an interval period of time during which a content on the disk can be served . . ." This feature of claim 18 is not anticipated by the references for the same reasons as discussed above with respect to claim 1.

Independent claim 19 (as amended) recites, ". . . serving content stored on the medium storing the period to a storage medium when said comparing determines that said present time falls within said period." This feature of claim 19 is not anticipated by the references for the same reasons as discussed above with respect to claim 1.

In view of the above, it is submitted that claims 1-19 are not disclosed by <u>McMullan '096</u>

and <u>McMullan '690</u>, and withdrawal of the rejection is respectfully requested.

III.   NEW CLAIMS 20-25

New claims 20 and 22 recite, "a period reader reading a period stored on a content

medium indicating a period of time during which a content on the content medium released to end

users can be served . . ."

In <u>McMullan '096 and McMullan '690</u>, the content is continuously served and released to

end users. However, a descrambler selectively decodes the content if the present time falls

between a particular window. In claims 20 and 22, the content medium indicates a period of time

during which a content on the content medium released to end users can be served. The content

medium in claims 20 and 22 is released to end users and served, whereas the content in the cited

references is served directly from the cable provider.

New claims 21 and 23 recite, "a requesting unit requesting a service of the content when

said comparator judges that the present time falls within the period of time."

In <u>McMullan '096</u> and <u>McMullan '690</u>, the content is served according to the cable

provider's own schedule. There is no requesting unit requesting a service of the content in the

cited references. The content may then be descrambled according to the present time, but

nevertheless the serving of the scrambled content is continuous and not requested.

New claim 25 recites, "requesting content from the storage medium when said comparing

determines that said present time falls within said period." New claim 24 recites a similar feature.

As stated above, the cited references do not request content from the cable provider. Instead, the content from the cable provider is continuously served, notwithstanding whether the content is ever actually descrambled and displayed or not.

In addition, new claims 20-25 should be allowed in view of the above remarks with respect to claims 1-19.

Therefore, in view of the above, it is submitted that new claims 20-25 are in condition for allowance, and allowance of these claims is respectfully requested.

IV.   CONCLUSION

In view of the above, it is respectfully submitted that the above-referenced application is in condition for allowance, which action is earnestly solicited.

If there are any additional fees associated with filing of this Amendment, please charge the same to our Deposit Account No. 19-3935.

Respectfully submitted,

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